

POLE ATTACHMENT AGREEMENT

BETWEEN

**COMCAST OF MAINE / NEW
HAMPSHIRE, INC.**

AND

UNITIL ENERGY SYSTEMS, INC.

AND

DUNBARTON TELEPHONE CO.



We deliver.

It's that simple.

December 17, 2004

Comcast of Maine/New Hampshire, Inc.
Attn: Glenn Fiore
Regional Utility Coordinator
676 Island Pond Road
Manchester, N. H. 03109

Dear Mr. Fiore:

Enclosed are two executed Thirteenth Revised Appendix 1, effective January 1, 2004, Schedule of Fees and Charges of the License Agreement dated May 12, 1989 between:

Unitil Energy Systems, Inc – Licensor
Dunbarton Telephone Company – Licensor
and
Comcast of Maine/New Hampshire, Inc. – Licensee

Following execution of the Appendix by your Company, please return one set to Unitil Energy Systems, Inc. to my attention.

Sincerely,

UNITIL ENERGY SYSTEMS, INC.

A handwritten signature in cursive script that reads "Jon E. Shannon".

Jon E. Shannon
Team Leader – Plant Records

Enclosures

Business Office

1 McGuire Street
Concord, NH 03301

Phone: 603-227-4546
Fax: 603-227-4646

Email: shannon@unitil.com

LICENSE AGREEMENT
BETWEEN
CONCORD ELECTRIC COMPANY
AND
DUNBARTON TELEPHONE COMPANY
AND
CONTINENTAL CABLEVISION OF NEW ENGLAND, INC.

LICENSE AGREEMENT

DATED

MAY 12 1989

BETWEEN

CONCORD ELECTRIC COMPANY
(LICENSOR)

AND

DUNBARTON TELEPHONE COMPANY
(LICENSOR)

AND

CONTINENTAL CABLEVISION OF NEW ENGLAND, INC.
(LICENSEE)

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LICENSE AGREEMENT

THIS AGREEMENT, made this **MAY 12 1989** by and between Concord Electric Company, a corporation organized and existing under the laws of the State of New Hampshire, having its principal office in the City of Concord, New Hampshire, and Dunbarton Telephone Company, a corporation organized and existing under the laws of the State of New Hampshire having its principal office in the Town of Dunbarton, New Hampshire (either or both hereinafter referred to as the "Licensor") and Continental Cablevision of New England, Inc., a corporation organized and existing under the laws of the State of New Hampshire, having its principal office in the City of Portsmouth, New Hampshire, hereinafter referred to as the "Licensee".

W I T N E S S E T H

WHEREAS, Licensee proposes to furnish communications services in the Town of Dunbarton, New Hampshire; and

WHEREAS, Licensee will need to place and maintain attachments within the area described above and desires to place such attachments on poles of Licensor; which poles are either jointly or solely owned by the Licensors; and

WHEREAS, Licensor is willing to permit, to the extent they may lawfully do so, the placement of said attachments on Licensor's facilities where reasonably available and where such use will not interfere with Licensor's service requirements or the use of its facilities by others subject to the terms of this agreement;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I
DEFINITIONS

As Used in This Agreement

A) Anchor Rod

A metal rod connected to an anchor and to which a guy strand is attached. Also known as a "guy rod".

B) Attachment

Any single strand, hardware, cable, wires and/or apparatus attached to a pole and owned by the Licensee.

C) Guy Strand

A metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.

D) Joint Owner

A person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.

E) Make-Ready Work

The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of a pole or any other changes) to accommodate the Licensee's attachments on Licensor's pole.

F) Field Survey Work or Survey Work

A survey of the poles on which Licensee wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work.

G) Other Licensee

Any entity, other than Licensee herein or a joint user, to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.

H) Joint User

A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles and anchor rods owned by each party.

I) Suspension Strand

A metal cable of high tensile strength attached to pole and used to support communications facilities. Also known as "messenger cable".

ARTICLE II

SCOPE OF AGREEMENT

- (A) Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful communications purpose, revocable, nonexclusive licenses authorizing the attachment of Licensee's attachments to Licensor's poles within Bow, New Hampshire.
- (B) No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Licensor's rights to use the public or private property at the location of Licensor's poles.
- (C) Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole, or other facilities not needed for Licensor's own service requirements.
- (D) Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has heretofore entered into, or may in the future enter into, with others not parties to this Agreement regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s) between Licensor and any joint owner(s) or joint user(s) of Licensor's poles.

ARTICLE III

FEES AND CHARGES

- (A) Licensee agrees to pay to Licensor the fees and charges as specified in and in accordance with the terms and conditions of APPENDIX I, attached hereto and made a part hereof.
- (B) Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement.
- (C) Licensee shall furnish bond or other satisfactory evidence of financial security in such form (Appendix III Form F hereto attached) and amount as Licensor from time to time may require, in an initial amount of \$_____, but not exceeding \$50,000.00, to guarantee the payment of any sums which may become due to Licensor for fees due hereunder or charges for work performed for the benefit of Licensee under this Agreement, including the removal of Licensee's attachments upon termination of this Agreement or upon termination of any license issued hereunder. The financial security requirement may be waived in writing by Licensor or either of them and reinstituted if waived.

D(1) The Electric Company

Annually, effective _____, changes in the amount of the fees and charges specified in Appendix I may be made by the Electric Company upon the giving of not less than sixty (60) days prior written notice to Licensee. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such notice period if the change in the fees and charges is not acceptable to Licensee by giving the Electric Company written notice of its election to terminate this Agreement prior to the end of such notice period.

D(2) The Telephone Company

The Telephone Company may change the amount of fees and charges specified in Appendix I by giving the Licensee not less than sixty (60) days' written notice prior to the date the change is to become effective. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such sixty-day notice period if the change in fees and charges is not acceptable to Licensee; provided Licensee gives the Telephone Company notice of its election to terminate this Agreement at least thirty (30) days prior to the end of such sixty-day period.

- (E) Changes or amendments to APPENDIX I shall be effected by the separate execution of APPENDIX I as so modified. The separately executed APPENDIX I shall become a part of and be governed by the terms and conditions of this Agreement. Such changes or amendments shall become effective within sixty (60) days and shall be presumed acceptable unless within that period Licensee advises Licensor in writing that the changes and amendments are unacceptable and, in addition, within thirty (30) days thereafter submits the issue to the regulatory body asserting jurisdiction over this Agreement for decision.

ARTICLE IV

ADVANCE PAYMENT

- (A) Licensee shall make an advance payment to the Licensor prior to:
- (1) any undertaking by Licensor of the required field survey (See Article VIII para. (A) in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete such survey.
 - (2) any performance by Licensor of any make-ready work required in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete the required make-ready work.
- (B) The amount of the advance payment required will be credited against the full cost to Licensor for performing such work or having such work performed by others plus, unless waived by Licensor or either of them, an amount equal to ten (10) percent of Licensor's full cost.

- (C) Where the advance payment made by Licensee to Licensor for field survey or make-ready work is less than the full cost to Licensor for such work, Licensee agrees to pay Licensor all sums due in excess of the amount of the advance payment.
- (D) Where the advance payment made by Licensee to Licensor for field survey or make-ready work exceeds the full cost to Licensor for such work, Licensor shall refund the difference to Licensee.

ARTICLE V

SPECIFICATIONS

- (A) Licensee's attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the Concord Electric Company Construction Standards, Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), the National Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.
- (B) If any part of Licensee's attachments is not so placed and maintained, Licensor may upon ten (10) days written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's attachments from any or all of Licensor's poles or perform such other work and take such other action in connection with said attachments that Licensor deems necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations at the cost and expense to Licensee and without any liability therefor; provided, however, that when in the sole judgement of Licensor such a condition may endanger the safety of Licensor's employees or others or interfere with the performance of Licensor's service obligations, Licensor may take such action without prior notice to Licensee.

ARTICLE VI

LEGAL REQUIREMENTS

- (A) Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its attachments on public and private property at the location of Licensor's poles which Licensee uses and shall submit to Licensor evidence of such authority before making attachments on such public and/or private property.
- (B) The applicable provisions in the attachment entitled "Non-Discrimination Compliance Agreement" shall form a part of this agreement and any amendments thereto. (Attachment A) These provisions are incumbent on the Telephone Company only.
- (C) The parties hereto shall at all times observe and comply with, and the provisions of the Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances or regulations remain in effect.

- (D) No license granted under this Agreement shall extend to any of Licensor's poles where the placement of Licensee's attachments would result in a forfeiture of the rights of Licensor or joint users to occupy the property on which such poles are located. If placement of Licensee's attachments would result in a forfeiture of the rights of Licensor or joint users, or both, to occupy such property, Licensee agrees to remove its attachments forthwith; and Licensee agrees to pay Licensor or joint users, or both, all losses, damages, and costs incurred as a result thereof.

ARTICLE VII

ISSUANCE OF LICENSES

- (A) Before Licensee shall attach to any pole, Licensee shall make application for and have received a license therefor in the form of APPENDIX III, Forms A-1 & A-2.
- (B) Licensee agrees to limit the filing of applications for pole attachment licenses to include not more than 200 poles on any one application and 2000 poles on all applications which are pending approval by Licensor at any one time. Such limitations will apply to Licensor's poles located within a single plant construction district of Licensor. Licensee further agrees to designate a desired priority of completion of the field survey and make-ready work for each application relative to all other of its applications on file with Licensor at the same time.

ARTICLE VIII

POLE MAKE-READY WORK

- (A) A field survey will be required for each pole for which attachment is requested to determine the adequacy of the pole to accommodate Licensee's attachments. The field survey will be performed jointly by representatives of Licensor, joint owner and/or joint user and Licensee.
- (B) Licensor reserves the right to refuse to grant a license for attachment to a pole when Licensor determines that the communications space on such pole is required for its exclusive use and that the pole may not reasonably be rearranged or replaced to accommodate Licensee's attachments.

- (C) In the event Licensor determines that a pole to which Licensee desires to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the attachments of Licensee in accordance with the specifications set forth in Article V, Licensor will indicate on the Authorization for Pole Make-Ready Work (Appendix III, Forms A-1 & A-2) the estimated cost of the required make-ready work and return it to Licensee.
- (D) Any required make-ready work will be performed following receipt by Licensor of completed Forms A-1 & A-2. Licensee shall pay Licensor for all make-ready work completed in accordance with the provisions of APPENDIX I, and shall also reimburse the owner(s) of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging such facilities to accommodate Licensee's pole attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for pole replacements or for rearrangement of attachments on Licensor's poles by reason of the use by the Licensor or other authorized user(s) of any additional space resulting from such replacement or rearrangement.
- (E) Should Licensor, or another party with whom it has a joint ownership/use Agreement, for its own service requirements, need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will either rearrange its attachments on the pole or transfer them to a replacement pole as determined by Licensor so that the additional facilities of Licensor or joint user may be attached. The rearrangement or transfer of Licensee's attachments will be made at Licensee's sole expense. If Licensee does not rearrange or transfer its attachments within fifteen (15) days after receipt of written notice from Licensor requesting such rearrangement or transfer, Licensor or joint user may perform or have performed such rearrangement or transfer and Licensee agrees to pay the costs thereof.
- (F) Licensor may, when it deems an emergency to exist, rearrange, transfer or remove Licensee's attachments to Licensor's poles, at Licensee's expense, and without any liability on the part of the Licensor for damage or injury to Licensee's attachments.
- (G) License applications received by Licensor from two or more Licensees for attachment accommodations on the same pole, prior to the commencement of any field survey or make-ready work required to accommodate any Licensee, will be processed by Licensor in accordance with the procedures detailed in Appendix II attached hereto.

- (H) In performing all make-ready work to accommodate Licensee's attachments, Licensors will endeavor to schedule such work within normal working hours and days with the timing of such work to be scheduled in the light of availability of its manpower to perform both make-ready work, work required for the operation and maintenance of Licensors' facilities, and any other work involving the employees of Licensors. The pricing of make-ready work as set forth on Appendix III, Form D, (used by Telephone Company only), and the estimate on Appendix III Form A-1 (Electric Company) is based upon the performance of make-ready work within normal working hours and in the event that at the request of Licensee any of such make-ready work is performed outside of normal working hours, the prices set forth on said Forms A-1 and D shall be adjusted to reflect the added costs to Licensors of performing make-ready outside of normal working hours.
- (I) Any and all changes in existing facilities including additional guying necessary by reason of proposed attachments at the time of attachment or thereafter shall be performed by the Licensors at the sole cost and expense of the Licensee. Should such changes require additional property rights, such rights shall be obtained by the Licensee for the Licensors in a form and manner suitable to the Licensors.

ARTICLE IX

CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS

- (A) Licensee shall, at its own expense, construct and maintain its attachments on Licensors' poles in accordance with the specifications of Article V (A) and shall keep them in a safe condition, clear of trees, and in thorough repair and in such manner so as not to conflict with the use of Licensors' poles by Licensors or by other authorized users of Licensors' poles nor electrically interfere with Licensors' facilities attached thereon.
- (B) Licensors shall specify the point of attachment on each of Licensors' poles to be occupied by Licensee's attachments. Where multiple Licensees' attachments are involved, Licensors will attempt to the extent practical, to designate the same relative position on each pole for each Licensee's attachments.
- (C) Licensee shall obtain specific written authorization from Licensors before relocation or replacing its attachments on Licensors' poles.
- (D) All tree trimming made necessary in order to provide adequate tree clearance for the Licensors' property by reason of the Licensee's proposed attachments in the opinion of the Licensors at the time of attachment or thereafter shall be performed by the Licensors or their contractors at the sole cost and expense of the Licensee. The Licensee shall be responsible for obtaining any required permissions for such tree trimming and provide evidence thereof to the Licensors.
- (E) Licensee, at its expense, will remove its attachments from any of Licensors' poles within fifteen (15) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such fifteen (15) day period, Licensors shall have the right to remove such attachments at Licensee's expense and without any liability on the part of the Licensors for damage or injury to Licensee's attachments.

ARTICLE X

TERMINATION OF LICENSE

- (A) Any license, issued under this Agreement shall automatically terminate when Licensee ceases to have authority to construct, operate and/or maintain its attachments on the public or private property at the location of the particular pole covered by the license and Licensee shall forthwith remove its attachments.
- (B) Licensee may at any time remove its attachments from a pole after first giving Licensor written notice of such removal (APPENDIX III, Form C). Following such removal, no attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

ARTICLE XI

INSPECTIONS OF LICENSEE'S ATTACHMENTS

- (A) Licensor reserves the right to make periodic inspections of any part of Licensee's attachments, including guying, attached to Licensor's poles, and Licensee shall reimburse Licensor for the expense of such inspections.
- (B) The frequency and extent of such inspections by Licensor will depend upon Licensee's adherence to the requirements of Articles V and VII herein.
- (C) Licensor will give Licensee advance written notice of such inspections, except in those instances where, in the sole judgment of Licensor, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to the Licensee. This notice requirement shall not be construed to include a written notice requirement prior to the Licensors inspecting their own property or any attachments to it and any violations of the Agreement found in the process of such unnoticed inspections will be dealt with as provided for in this Agreement.

- (D) The making of periodic inspections or the failure to do so shall not relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.
- (E) Any charge imposed by Licensor for such inspections shall be in addition to any other sums due and payable by Licensee under this Agreement. No act or failure to act by Licensor with regard to said charge or any unlicensed use by Licensee shall be deemed as a ratification or the licensing of the unlicensed use; and if any license should subsequently be issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

ARTICLE XII

UNAUTHORIZED ATTACHMENTS

- (A) If any of Licensee's attachments shall be found attached to Licensor's poles for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement (including termination) or otherwise, may impose a charge and require Licensee to submit in writing, within fifteen (15) days after receipt of written notification from Licensor of the unauthorized attachment, a pole attachment application. If such application is not received by the Licensor within the specified time period, Licensee shall remove its unauthorized attachment within fifteen (15) days of the final date for submitting the required application, or Licensor may remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.
- (B) The Telephone Company, for the purpose of determining the applicable charge, absent satisfactory evidence to the contrary, the unauthorized pole attachment shall be deemed as having existed for a period of two (2) years prior to its discovery or since the date of this Agreement, whichever is longer and the fees and charges as specified in APPENDIX I, shall be applicable thereto and due and payable forthwith whether or not Licensee is permitted to continue the pole attachment.
- (C) The Electric Company, for the purpose of determining the applicable charge for an unauthorized pole attachment, shall consider the unauthorized pole attachment as having existed three years, and the fees and charges as specified in Appendix I (A) 3, which include the return for use of Licensor's funds and an administration fee shall be applicable thereto and due and payable forthwith whether or not Licensee is permitted to continue pole attachment. Following issuance of a license pursuant to Article VII for previous unauthorized pole attachments, such pole attachments will become subject to the annual attachment fee as specified in Appendix I (A) 2.

ARTICLE XIII

LIABILITY AND DAMAGES

- (A) Licensor acknowledges that signals in its cable or damage to its facilities may respectively from time to time be interfered with or caused by or due to electrical energy on the lines of the Electric Company and Licensee accepts the risk thereof and shall have no claim for damages on account of any such interference or damage however caused. Licensor reserves to itself, its successors and assigns the right to locate and maintain its poles, wires and associated facilities and to operate them in such manner as will best enable it to fulfill its own service requirements and, except as provided above, shall be liable for interference with Licensee's signals or service to its customers or damage to Licensee's facilities only as caused by Licensor's sole negligence.
- (B) Licensee shall exercise precaution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and Licensee assumes all responsibility for any and all loss from such damage caused by Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.
- (C) Except as may be caused by the sole negligence of Licensor, or either of them, Licensee shall defend, indemnify and save harmless Licensor, or either of them, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including reasonable Attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against Licensor, or either of them by reason of (a) any work or thing done upon the poles licensed hereunder or any part thereof performed by Licensee or any of its agent, contractors, servants, or employees; (b) any use, occupation, condition, operation of said poles or any part thereof by Licensee or any of its agents, contractors, servants or employees; (c) any act or omission on the part of Licensee or any of its agents, contractors, servants, or employees, for which Licensor may be found liable; (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by Licensee or any of its agents, contractors, servants or employees; (e) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement, (f) payments made under any Workers' Compensation Law or under any plan for employees disability and death benefits arising out of any use thereof by Licensee or any of its agents, contractors, servants or employees or by (g) the erection, maintenance, presence, use, occupancy or removal of Licensee's attachments by Licensee or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to Licensor's poles.
- (D) Licensee shall indemnify, save harmless and defend Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's attachments, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's attachments in combination with Licensor's poles or otherwise.

The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued hereunder.

ARTICLE XIV

INSURANCE

- (A) Licensee shall carry insurance issued by an insurance carrier satisfactory to Licensor to protect the parties hereto from and against any and all claims, demands, actions, judgements, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article XIII preceding.
- (B) The amounts of such insurance:
 - (1) against liability due to damage to property shall not be less than \$1,000,000.00 as to any one occurrence and \$1,000,000.00 aggregate, and
 - (2) against liability due to injury to or death of persons shall be not less than \$3,000,000.00 as to any one person and \$3,000,000.00 as to any one occurrence.
- (C) Licensee shall also carry such insurance as will protect it from all claims under any Workman's Compensation Law in effect that may be applicable to it.
- (D) All insurance must be effective before Licensor will authorize Licensee to make attachments to any pole and shall remain in force until such attachments have been removed from all such poles.
- (E) Licensee shall submit to Licensor certificates of insurance shown as Form E of Appendix III hereto annexed, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; and that such certificates will name the Licensor as an additional insured under the public liability policy and that it will not cancel or change any such policy of insurance issued to Licensee except after the giving of not less than 30 days written notice to Licensor.

ARTICLE XV

AUTHORIZATION NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any pole covered by this Agreement.

ARTICLE XVI

ASSIGNMENT OF RIGHTS

- (A) Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licensors.
- (B) In the event such consent or consents are granted by Licensors, then this Agreement shall extend to and bind the successors and assigns of the parties hereto.
- (C) Pole space licensed to Licensee hereunder is for Licensee's use only, and Licensee shall not lease, sublicense, share with, convey or resell to others any such space or rights granted hereunder.

ARTICLE XVII

FAILURE TO ENFORCE

Failure of Licensors to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

ARTICLE XVIII

TERMINATION OF AGREEMENT

- (A) If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, or if Licensee's facilities are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensors to correct such default or noncompliance, Licensors may at its option forthwith terminate this Agreement and all authorizations granted hereunder, or the authorizations covering the poles as to which such default or noncompliance shall have occurred.
- (B) If an insurance carrier shall at any time notify Licensors that the policy or policies of insurance, required under ARTICLE XIV hereof, will be cancelled or changed so that the requirements of ARTICLE XIV will no longer be satisfied, then this Agreement terminates unless prior to the effective date thereof Licensee shall furnish to Licensors certificates of insurance including insurance coverage in accordance with the provisions of ARTICLE XIV hereof.

- (C) In the event of termination of this Agreement Licensee shall remove its attachments from Licensor's poles within six (6) months from the date of termination; provided, however, that the Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until Licensee's attachments are removed from Licensor's poles.
- (D) If Licensee does not remove its attachments from Licensor's poles within the applicable time periods specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor; and Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until such attachments are removed.

ARTICLE XIX

TERM OF AGREEMENT

- (A) This Agreement shall remain in effect for a term of five (5) years from the date hereof.
- (B) Termination of this Agreement or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

ARTICLE XX

NOTICES

All written notices required under this Agreement shall be given by posting the same in first class mail as follows:

To Licensors: Concord Electric Company
P.O. Box 1338
Concord, New Hampshire 03302-1338

To Licensors: Dunbarton Telephone Company
RFD 2 Box 227
Concord, New Hampshire 03301

To Licensee: Continental Cablevision of New England, Inc.
Portsmouth Circle Business Center
P.O. Box 3070
Portsmouth, New Hampshire 03801

Licensee hereby acknowledges that it has executed this Agreement with full knowledge of its rights with respect to the rates, terms and conditions set forth in this Agreement under the Communications Act Amendments of 1978, Public Law 95-234, approved February 21, 1978.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate as of the day and year first above written.

CONCORD ELECTRIC COMPANY

By *Allen R. Damren*
Allen R. Damren - Vice President Admin.
and Controller

Date *5/12/89*

DUNBARTON TELEPHONE COMPANY

By *Peter Montgomery*
(Title) *manager*

Date JAN. 15 1990

CONTINENTAL CABLEVISION OF NEW ENGLAND, INC.

By *V.W. [Signature]*
(Title) *VP / District Mgr.*

Date *3/27/90*

Schedule of Fees and Charges
POLE ATTACHMENTS

(A) Attachments

1. General

The licensee shall pay the Licensor as rental for use of each and every pole covered by this Agreement, any portion of which is occupied or reserved at the Licensee's request for its attachment during a calendar year or any portion thereof, an attachment fee as herein specified. Such fee shall be payable to the respective Licensor as detailed below:

2. Annual Attachment Fee

Electric Company:

The Licensee shall pay to Concord Electric Company, as rental for the use of each and every pole covered by this Agreement, any portion of which is occupied or reserved at the Licensee's request for its attachments, an Annual Attachment Fee for each attachment for each calendar year or any portion thereof. Such fees shall be payable annually on December 1st of each year for each pole occupied or reserved at any time during any calendar year while this Agreement is in effect. For poles jointly owned or occupied by the Telephone Company and Concord Electric Company, fees shall be paid as herein provided with a portion paid to each Company in accordance with the agreed upon rate.

- * \$ 7.82 per solely owned Concord Electric Company pole.
- * \$ 2.60 per attachment per jointly owned or used Telephone Company and Electric Company pole.

3. Unauthorized Attachment Fee

For each pole on which the Licensee has made an unauthorized attachment, payment shall be made by the Licensee to Licensor as follows:

Solely owned pole	* \$44.10
Jointly owned pole	* \$14.67

(B) Other Charges

Computation

All charges for field survey, inspections, removal of Licensee's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor of such work or for having such work performed by an authorized representative plus, unless waived by Licensor or either of them, an amount equal to ten (10%) percent of Licensor's full cost.

(C) Cost of Pole Replacements, Rearrangements and Changes

- (1) Whenever any pole is, or becomes, after initial Licensee's attachments, in the opinion of the Licensor, insufficient in height or strength for the Licensee's existing or proposed attachments thereon in addition to the existing attachments of the Licensor (s) and the municipality, the Licensor shall replace such pole with a new pole of the necessary height and class and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require. The Licensee shall pay the Licensor for the expense thereof including but not limited to the following:
 - (A) The net loss to the Licensor on the replaced pole based on its reproduction cost less depreciation plus cost removal.
 - (B) Excess height or strength of the new pole, over the existing pole necessary by reason of the Licensee's attachments.
 - (C) Transferring Licensor's attachments from the old to the new pole.
 - (D) Any other rearrangements and changes necessary by reason of the Licensee's proposed or existing attachments.
- (2) In the event that the Licensors or either of them shall permit the Licensee to place its attachments in space reserved by either of them for any municipality and the Licensors or either of them or any municipality shall deem it necessary to use such space, or the pole is to be replaced at any time because of obsolescence, public requirement or other reason, then the Licensors shall replace the pole with a suitable pole to provide the basic space reservation where necessary and the Licensee shall be billed in accordance with Appendix I, C, 1 (A-D), inclusive.

(Second Revised)
APPENDIX I

Continental Cablevision
of New England, Inc.
Page 3 of 3
Bow
Effective January 1, 1993

(D) Payment Date

Failure to pay all fees and charges within (thirty) 30 days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

For bills rendered by the Licensor, the following shall be applicable:

Interest shall accrue and be payable to Licensor at the rate set by the Commissioner of Internal Revenue pursuant to Internal Revenue Code, Section 6621; Treasury Regulations Section 301.6621-1, from and after the payment date of any payment required by this license. The payment of any interest shall not cure or excuse any default by Licensee under this license.

(E) Fee Revisions- Electric Company

The Annual Attachment Fee (s) set forth in (A) 2 and the Unauthorized Attachment Fee (s) set forth in (A) 3 payable to Concord Electric Company shall be subject to revision upon the request of either party hereto as of January 15, which may be required in view of changes in cost to Concord Electric Company computed in accordance with the FCC approved formula in the format attached hereto as Exhibit A and the Electric Company formula in the format attached hereto as Exhibit B showing computations and the allocation thereof to Licensee resulting in the attachment fee (s) as stated in (A) 2 and the unauthorized attached fee (s) as stated in (A) 3 payable to Concord Electric Company.

* The new rates on this Second Revised Appendix I become effective January 1, 1993, and amends the First Revised Appendix I of the License Agreement.

CONCORD ELECTRIC COMPANY

Richard M. Hunt

CONTINENTAL CABLEVISION
OF NEW ENGLAND, INC.

Vincent W. J. [Signature]

CONCORD ELECTRIC COMPANY
CALCULATION OF ANNUAL POLE RENTAL FEES
FOR LICENSEE ATTACHMENTS

1. Net Investment in Bare Poles. Net investment in bare poles for solely and jointly owned poles may be expressed as gross pole investment minus depreciation reserve minus accumulated deferred income taxes. Gross pole investment is the appropriate portion of A/C 364 represented by poles, anchors, stubs, and pushbraces based on the Company's Pole Accountability Reporting (A/C 364). The percentage of gross pole investment to the total of A/C 364 has been allocated to the depreciation reserve for A/C 364. The percentage of gross pole investment less depreciation reserve to gross plant investment less depreciation reserve has been allocated to the total accumulated deferred income tax.

Gross Pole Investment - Depreciation Reserve - Accumulated Deferred Income Taxes = Net Investment in Bare Pole

Sole Investment: $\$928,197 - \$225,706 - \$57,050 = \$645,441$

Joint Investment: $\$2,134,402 - \$519,014 - \$131,187 = \$1,484,201$

2. Net Investment Per Bare Pole. Net investment per bare pole for solely and jointly owned poles may be expressed as the quotient of net investment in bare poles divided by the number of poles.

$\frac{\text{Net Investment in Bare Poles}}{\text{Number of Poles}} = \text{Net Investment Per Bare Pole}$

Sole Investment: $\frac{\$645,441}{2,662} = \242.46

Joint Investment: $\frac{\$1,484,201}{18,435} = \80.51

3. Carrying Charge. The carrying charge consists of maintenance expense, depreciation, administrative expense, property taxes, cost of capital, and federal income taxes.

- a. Maintenance Expense. Maintenance expense for poles may be expressed as a percentage of net investment by dividing the sum of overhead lines (A/C 593) and overhead lines expense (A/C 583) by the net investment in pole (A/C 364), in overhead conductors (A/C 365), and in services (A/C 369). Net pole investment is gross pole investment less depreciation reserve less accumulated deferred income taxes. Net conductor and services investment is gross investment in conductors and services less depreciation less accumulated deferred income taxes. The percentage of gross investment in Accounts 364, 365, 369 less depreciation to gross plant investment less depreciation reserve

$$\frac{\text{Overhead Lines} + \text{Overhead Lines Expense}}{(\text{Gross Pole} - \text{Depreciation} - \text{Accumulated Deferred})} = \text{Maintenance Expense}$$

$$\frac{(\text{Investment Reserve} \quad \text{Income Taxes})}{+}$$

$$(\text{Gross Conductor} - \text{Depreciation} - \text{Accumulated Deferred})$$

$$(\text{Investment} \quad \text{Reserve} \quad \text{Income Taxes})$$

$$+$$

$$(\text{Gross Services} - \text{Depreciation} - \text{Accumulated Deferred})$$

$$(\text{Investment} \quad \text{Reserve} \quad \text{Income Taxes})$$

(expressed as a percentage of net pole investment)

$$\frac{\$297,211 + \$52,735}{(\$3,062,599 - \$744,719 - \$188,237)} = 4.84\%$$

$$(\$5,230,553 - \$1,422,314 - \$309,271)$$

$$(\$2,409,453 - \$671,948 - \$141,105)$$

- b. Depreciation. The depreciation rate may be adjusted for application to net by multiplying by the ratio of gross to net pole investment.

$$\frac{\text{Distribution Plant A/C 364 Depreciation Expense}}{\text{Average Gross Depreciable Distribution Plant A/C 364}} = \text{Depreciation Rate}$$

$$\frac{\$175,894}{\$4,286,952} = 4.103\%$$

$$\frac{\text{Depreciation Rate for x Gross Pole Investment}}{\text{Gross Pole Investment} \quad \text{Net Pole Investment}} = \text{Depreciation}$$

(expressed as a percentage of net pole investment)

$$4.103\% \times \frac{\$3,062,599}{(\$3,062,599 - \$744,991 - \$188,237)} = 5.90\%$$

- c. Administrative Expense. The administrative expense may be expressed as a percentage of net plant investment by dividing the total administrative and general expense by the net plant investment. Net plant investment equals gross plant investment less depreciation reserve less accumulated deferred income taxes.

$$\frac{\text{Administrative and General Expense}}{(\text{Gross Plant} - \text{Plant Depreciation} - \text{Accumulated Deferred})} = \text{Administrative Expense}$$

$$(\text{Investment} \quad \text{Reserve} \quad \text{Income Taxes})$$

(expressed as a percentage of net plant investment)

$$\frac{\$1,750,810}{(\$33,107,162 - \$8,828,102 - \$1,071,715)} = 7.85\%$$

- d. Property Taxes. Property Tax expense may be expressed as a percentage of net plant by dividing taxes other than income (A/C 408) by net plant investment.

$$\frac{\text{Taxes Other Than Income}}{(\text{Gross Plant - Depreciation - Accumulated Deferred})} = \text{Taxes (expressed as a percentage of net investment)}$$

$$\frac{\text{(Investment Reserve Income Taxes)}}{}$$

$$\frac{\$921,806}{(\$33,107,462 - \$8,828,192 - \$1,971,745)} = 4.13\%$$

- e. Cost of Capital. Cost of Capital (return on equity and interest on debt) shall be the most recent authorized rate of return.

11.67%

- f. Income Taxes. The income tax rate may be expressed as the product of return on equity and the ratio of the federal income tax rate to one minus the federal income tax rate. The return on equity shall be the most recent authorized rate.

$$\text{Return on Equity} * \frac{\text{Federal Income Tax Rate}}{(1 - \text{Federal Income Tax Rate})}$$

$$6.62\% * \frac{.34}{(1 - .34)} = 3.41\%$$

- g. Total Carrying Charge. Adding the various percentage components, the appropriate carrying charge is:

Maintenance Expense	4.84%
Depreciation	5.90%
Administrative Expense	7.85%
Property Taxes	4.13%
Cost of Capital	11.67%
Federal Income Taxes	3.41%

TOTAL CARRYING CHARGE 37.81%

4. Use Ratio. The use ratio may be expressed as the quotient of the space occupied per pole by cable and the average usable space per pole. The average usable space per pole of 11.72 feet was determined in *Continental Cablevision of New Hampshire, Inc. v. Concord Electric Company*, Mimeo No. 5536 (released July 3, 1985). (Exhibit A-1)

$$\frac{\text{Space Per Pole Occupied by CATV}}{\text{Average Usable Space Per Pole}} = \text{Use Ratio}$$

$$\frac{1 \text{ Foot}}{11.72} = 8.53\%$$

5. Calculated Rate per Sole Owned Pole. The calculated rate is the product of net investment per bare pole times carrying charge times use ratio.

$$\begin{array}{rcl} & \text{Net Investment Per Bare Pole} & \\ \times & \text{Carrying Charge} & \\ \times & \text{Use Ratio} & \\ \hline = & \text{Calculated Rate} & \end{array}$$

$$\begin{array}{rcl} & \$242.46 & \\ \times & 37.81\% & \\ \times & 8.53\% & \\ \hline = & \$ 7.82 & \end{array}$$

6. Calculated Rate Per Joint Owned Pole. The calculated rate is the product of net investment per bare pole times carrying charge times use ratio.

$$\begin{array}{rcl} & \text{Net Investment Per Bare Pole} & \\ \times & \text{Carrying Charge} & \\ \times & \text{Use Ratio} & \\ \hline = & \text{Calculated Rate} & \end{array}$$

$$\begin{array}{rcl} & \$80.51 & \\ \times & 37.81\% & \\ \times & 8.53\% & \\ \hline = & \$ 2.60 & \end{array}$$

**CONCORD ELECTRIC COMPANY
CALCULATION OF AVERAGE USABLE SPACE
PER POLE**

The average usable space is calculated by multiplying the number of poles of a given height (actual survey count) by the usable space per pole and dividing the total footage by the total number of poles, as follows:

<u>Pole Height</u>	<u>Number of Poles</u>		<u>Usable Space Per Pole</u>		<u>Total Usable Space</u>
25 Feet	28	X	4 Feet	=	112
30 "	728	X	6 "	=	4,368
35 "	3,682	X	11 "	=	40,502
40 "	1,449	X	16 "	=	23,184
45 "	144	X	16 "	=	2,304
50 "	14	X	16 "	=	224
55 "	6	X	21 "	=	126
60 "	4	X	26 "	=	104
65 "	<u>2</u>	X	31 "	=	<u>62</u>
Totals	6,057 Poles				70,986 Feet

$$\text{Average Usable space per pole} = \frac{\text{total usable space}}{\text{total number of poles with attachments}}$$

$$\text{Average Usable space per pole} = \frac{70,986}{6,057} = 11.72 \text{ feet}$$

**CONCORD ELECTRIC COMPANY
PROCEDURE FOR CALCULATION OF
UNAUTHORIZED ATTACHMENT FEES**

Calculation of the Unauthorized Attachment Fee:

The unauthorized attachment per pole fee to be paid to Concord Electric Company by the Licensee for unauthorized attachment to Concord Electric's pole plant will be calculated for the two categories of pole ownership; sole and joint. The fees will be calculated annually, based on data of the preceding calendar year. The fees are the product of (a) times (b) plus (c) where (a) equals the annual rental fee for the appropriate pole ownership category, (b) equals a three year rental compound factor and (c) equals an inspection and administration fee. The three year rental compound factor shall be determined by the following formula:

$$b = (1+d) + (1+d)^2 + (1+d)^3$$

wherein (d) equals the fixed charge Rate of Return herein.

The inspection and administration fee (c) shall be 50% of the product of (a) times (b).

Computations of the Unauthorized Attachment Fees in implementation of this Exhibit are shown on Exhibit B-1 attached hereto.

**CONCORD ELECTRIC COMPANY
CALCULATION OF PER POLE
UNAUTHORIZED ATTACHMENT FEES**

Sole Owned Pole

(a)	Annual Rental Fee	=	\$7.82
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(b)	Rate of Return Compound Factor $(1 + d) + (1 + d)^2 + (1 + d)^3$		\$3.76
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(a) x (b)		=	\$29.40
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Plus

(c)	.50 (a x b)	=	\$14.70
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	Sole Owned Pole Unauthorized Attachment Fee	=	\$44.10
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Joint Owned Pole

(a')	Annual Rental Fee	=	\$2.60
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(b')	Rate of Return Compound Factor $(1 + d) + (1 + d)^2 + (1 + d)^3$	=	\$3.76
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(a') x (b')		=	\$9.78
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Plus

(c')	.50 (a' x b')	=	\$4.89
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	Joint Owned Pole Unauthorized Attachment Fee	=	\$14.67
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Schedule of Fees and Charges
POLE ATTACHMENTS

(A) Attachments

1. General

The licensee shall pay the Licensor as rental for use of each and every pole covered by this Agreement, any portion of which is occupied or reserved at the Licensee's request for its attachment during a calendar year or any portion thereof, an attachment fee as herein specified. Such fee shall be payable to the respective Licensor as detailed below:

2. Annual Attachment Fee

Electric Company:

The Licensee shall pay to Concord Electric Company, as rental for the use of each and every pole covered by this Agreement, any portion of which is occupied or reserved at the Licensee's request for its attachments, an Annual Attachment Fee for each attachment for each calendar year or any portion thereof. Such fees shall be payable annually on December 1st of each year for each pole occupied or reserved at any time during any calendar year while this Agreement is in effect. For poles jointly owned or occupied by the Telephone Company and Concord Electric Company, fees shall be paid as herein provided with a portion paid to each Company in accordance with the agreed upon rate.

* \$ 7.55 per solely owned Concord Electric Company pole.

* \$ 2.57 per attachment per jointly owned or used Telephone Company and Electric Company pole.

3. Unauthorized Attachment Fee

For each pole on which the Licensee has made an unauthorized attachment, payment shall be made by the Licensee to Licensor as follows:

Solely owned pole	* \$42.58
Jointly owned pole	* \$14.49

(B) Other Charges

Computation

All charges for field survey, inspections, removal of Licensee's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor of such work or for having such work performed by an authorized representative plus, unless waived by Licensor or either of them, an amount equal to ten (10%) percent of Licensor's full cost.

(C) Cost of Pole Replacements, Rearrangements and Changes

- (1) Whenever any pole is, or becomes, after initial Licensee's attachments, in the opinion of the Licensor, insufficient in height or strength for the Licensee's existing or proposed attachments thereon in addition to the existing attachments of the Licensor (s) and the municipality, the Licensor shall replace such pole with a new pole of the necessary height and class and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require. The Licensee shall pay the Licensor for the expense thereof including but not limited to the following:
 - (A) The net loss to the Licensor on the replaced pole based on its reproduction cost less depreciation plus cost removal.
 - (B) Excess height or strength of the new pole, over the existing pole necessary by reason of the Licensee's attachments.
 - (C) Transferring Licensor's attachments from the old to the new pole.
 - (D) Any other rearrangements and changes necessary by reason of the Licensee's proposed or existing attachments.
- (2) In the event that the Licensors or either of them shall permit the Licensee to place its attachments in space reserved by either of them for any municipality and the Licensors or either of them or any municipality shall deem it necessary to use such space, or the pole is to be replaced at any time because of obsolescence, public requirement or other reason, then the Licensors shall replace the pole with a suitable pole to provide the basic space reservation where necessary and the Licensee shall be billed in accordance with Appendix 1, C, 1 (A-D), inclusive.

(D) Payment Date

Failure to pay all fees and charges within (thirty) 30 days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

For bills rendered by the Licensor, the following shall be applicable:

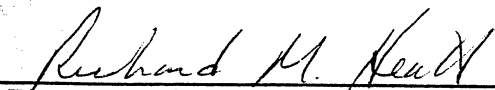
Interest shall accrue and be payable to Licensor at the rate set by the Commissioner of Internal Revenue pursuant to Internal Revenue Code, Section 6621; Treasury Regulations Section 301.6621-1, from and after the payment date of any payment required by this license. The payment of any interest shall not cure or excuse any default by Licensee under this license.

(E) Fee Revisions- Electric Company

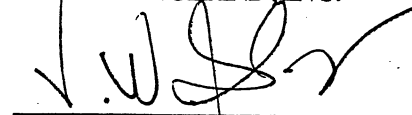
The Annual Attachment Fee (s) set forth in (A) 2 and the Unauthorized Attachment Fee (s) set forth in (A) 3 payable to Concord Electric Company shall be subject to revision upon the request of either party hereto as of January 15, which may be required in view of changes in cost to Concord Electric Company computed in accordance with the FCC approved formula in the format attached hereto as Exhibit A and the Electric Company formula in the format attached hereto as Exhibit B showing computations and the allocation thereof to Licensee resulting in the attachment fee (s) as stated in (A) 2 and the unauthorized attached fee (s) as stated in (A) 3 payable to Concord Electric Company.

* The new rates on this First Revised Appendix I become effective January 1, 1992, and amends the original Revised Appendix I of the License Agreement.

CONCORD ELECTRIC COMPANY


Vice President and General Manager

CONTINENTAL CABLEVISION
OF NEW ENGLAND, INC.



CONCORD ELECTRIC COMPANY
CALCULATION OF ANNUAL POLE RENTAL FEES
FOR LICENSEE ATTACHMENTS

1. Net Investment in Bare Poles. Net investment in bare poles for solely and jointly owned poles may be expressed as gross pole investment minus depreciation reserve minus accumulated deferred income taxes. Gross pole investment is the appropriate portion of A/C 364 represented by poles, anchors, stubs, and pushbraces based on the Company's Pole Accountability Reporting (A/C 364). The percentage of gross pole investment to the total of A/C 364 has been allocated to the depreciation reserve for A/C 364. The percentage of gross pole investment less depreciation reserve to gross plant investment less depreciation reserve has been allocated to the total accumulated deferred income tax.

Gross Pole Investment - Depreciation Reserve - Accumulated Deferred Income Taxes = Net Investment in Bare Pole

Sole Investment: $\$883,746 - \$215,212 - \$47,140 = \$621,394$

Joint Investment: $\$2,007,113 - \$488,778 - \$107,062 = \$1,411,273$

2. Net Investment Per Bare Pole. Net investment per bare pole for solely and jointly owned poles may be expressed as the quotient of net investment in bare poles divided by the number of poles.

$\frac{\text{Net Investment in Bare Poles}}{\text{Number of Poles}} = \text{Net Investment Per Bare Pole}$

Sole Investment: $\frac{\$621,394}{2,751} = \225.88

Joint Investment: $\frac{\$1,411,273}{18,315} = \77.06

3. Carrying Charge. The carrying charge consists of maintenance expense, depreciation, administrative expense, property taxes, cost of capital, and federal income taxes.

a. Maintenance Expense. Maintenance expense for poles may be expressed as a percentage of net investment by dividing the sum of overhead lines (A/C 593) and overhead lines expense (A/C 583) by the net investment in pole (A/C 364), in overhead conductors (A/C 365), and in services (A/C 369). Net pole investment is gross pole investment less depreciation reserve less accumulated deferred income taxes. Net conductor and services investment is gross investment in conductors and services less depreciation less accumulated deferred income taxes. The percentage of gross investment in Accounts 364, 365, 369 less depreciation to gross plant investment less depreciation reserve has been allocated to total accumulated deferred income tax.

Overhead Lines + Overhead Lines Expense = Maintenance Expense (expressed as a percentage of net pole investment)
 (Gross Pole - Depreciation - Accumulated Deferred)
 (Investment Reserve Income Taxes)

+
 (Gross Conductor - Depreciation - Accumulated Deferred)
 (Investment Reserve Income Taxes)

+
 (Gross Services - Depreciation - Accumulated Deferred)
 (Investment Reserve Income Taxes)

$$\frac{\$336,124 + \$53,079}{(\$2,890,859 - \$703,991 - \$154,202) + (\$4,894,411 - \$1,382,782 - \$247,615) + (\$2,264,104 - \$590,331 - \$118,022)} = 5.68\%$$

- b. Depreciation. The depreciation rate may be adjusted for application to net by multiplying by the ratio of gross to net pole investment.

Distribution Plant A/C 364 Depreciation Expense = Depreciation Rate
 Average Gross Depreciable Distribution Plant A/C 364

$$\frac{\$167,090}{\$4,072,378} = 4.103\%$$

Depreciation Rate for x Gross Pole Investment = Depreciation
 Gross Pole Investment Net Pole Investment (expressed as a percentage of net pole investment)

$$4.103\% \times \frac{\$2,890,859}{(\$2,890,859 - \$703,991 - \$154,202)} = 5.84\%$$

- c. Administrative Expense. The administrative expense may be expressed as a percentage of net plant investment by dividing the total administrative and general expense by the net plant investment. Net plant investment equals gross plant investment less depreciation reserve less accumulated deferred income taxes.

Administrative and General Expense = Administrative Expense
 (Gross Plant - Plant Depreciation - Accumulated Deferred) (expressed as a percentage of net plant investment)
 (Investment Reserve Income Taxes)

$$\frac{\$1,857,419}{(\$31,655,158 - \$8,284,419 - \$1,647,935)} = 8.55\%$$

- d. Property Taxes. Property Tax expense may be expressed as a percentage of net plant by dividing taxes other than income (A/C 408) by net plant investment.

$$\frac{\text{Taxes Other Than Income}}{(\text{Gross Plant} - \text{Depreciation} - \text{Accumulated Deferred})} = \text{Taxes (expressed as a percentage of net investment)}$$

$$\frac{(\text{Investment Reserve Income Taxes})}{}$$

$$\frac{\$870,616}{(\$31,655,158 - \$8,284,419 - \$1,647,935)} = 4.01\%$$

- e. Cost of Capital. Cost of Capital (return on equity and interest on debt) shall be the most recent authorized rate of return.

11.67%

- f. Income Taxes. The income tax rate may be expressed as the product of return on equity and the ratio of the federal income tax rate to one minus the federal income tax rate. The return on equity shall be the most recent authorized rate.

$$\text{Return on Equity} * \frac{\text{Federal Income Tax Rate}}{(1 - \text{Federal Income Tax Rate})}$$

$$6.62\% * \frac{.34}{(1 - .34)} = 3.41\%$$

- g. Total Carrying Charge. Adding the various percentage components, the appropriate carrying charge is:

Maintenance Expense	5.68%
Depreciation	5.84%
Administrative Expense	8.55%
Property Taxes	4.01%
Cost of Capital	11.67%
Federal Income Taxes	3.41%

TOTAL CARRYING CHARGE 39.15%

4. Use Ratio. The use ratio may be expressed as the quotient of the space occupied per pole by cable and the average usable space per pole. The average usable space per pole of 11.72 feet was determined in *Continental Cablevision of New Hampshire, Inc. v. Concord Electric Company*, Mimeo No. 5536 (released July 3, 1985). (Exhibit A-1)

$$\frac{\text{Space Per Pole Occupied by CATV}}{\text{Average Usable Space Per Pole}} = \text{Use Ratio}$$

$$\frac{1 \text{ Foot}}{11.72 \text{ Feet}} = 8.53\%$$

5. Calculated Rate per Sole Owned Pole. The calculated rate is the product of net investment per bare pole times carrying charge times use ratio.

$$\begin{array}{rcl} & \text{Net Investment Per Bare Pole} & \\ \times & \text{Carrying Charge} & \\ \times & \text{Use Ratio} & \\ \hline = & \text{Calculated Rate} & \end{array}$$

$$\begin{array}{rcl} & \$225.88 & \\ \times & 39.15\% & \\ \times & 8.53\% & \\ \hline = & \$ 7.55 & \end{array}$$

6. Calculated Rate Per Joint Owned Pole. The calculated rate is the product of net investment per bare pole times carrying charge times use ratio.

$$\begin{array}{rcl} & \text{Net Investment Per Bare Pole} & \\ \times & \text{Carrying Charge} & \\ \times & \text{Use Ratio} & \\ \hline = & \text{Calculated Rate} & \end{array}$$

$$\begin{array}{rcl} & \$77.06 & \\ \times & 39.15\% & \\ \times & 8.53\% & \\ \hline = & \$ 2.57 & \end{array}$$

**CONCORD ELECTRIC COMPANY
CALCULATION OF AVERAGE USABLE SPACE
PER POLE**

The average usable space is calculated by multiplying the number of poles of a given height (actual survey count) by the usable space per pole and dividing the total footage by the total number of poles, as follows:

<u>Pole Height</u>	<u>Number of Poles</u>		<u>Usable Space Per Pole</u>		<u>Total Usable Space</u>
25 Feet	28	X	4 Feet	=	112
30 "	728	X	6 "	=	4,368
35 "	3,682	X	11 "	=	40,502
40 "	1,449	X	16 "	=	23,184
45 "	144	X	16 "	=	2,304
50 "	14	X	16 "	=	224
55 "	6	X	21 "	=	126
60 "	4	X	26 "	=	104
65 "	<u>2</u>	X	31 "	=	<u>62</u>

Totals

6,057 Poles

70,986 Feet

$$\text{Average Usable space per pole} = \frac{\text{total usable space}}{\text{total number of poles with attachments}}$$

$$\text{Average Usable space per pole} = \frac{70,986}{6,057} = 11.72 \text{ feet}$$

**CONCORD ELECTRIC COMPANY
PROCEDURE FOR CALCULATION OF
UNAUTHORIZED ATTACHMENT FEES**

Calculation of the Unauthorized Attachment Fee:

The unauthorized attachment per pole fee to be paid to Concord Electric Company by the Licensee for unauthorized attachment to Concord Electric's pole plant will be calculated for the two categories of pole ownership; sole and joint. The fees will be calculated annually, based on data of the preceding calendar year. The fees are the product of (a) times (b) plus (c) where (a) equals the annual rental fee for the appropriate pole ownership category, (b) equals a three year rental compound factor and (c) equals an inspection and administration fee. The three year rental compound factor shall be determined by the following formula:

$$b = (1+d) + (1+d)^2 + (1+d)^3$$

wherein (d) equals the fixed charge Rate of Return herein.

The inspection and administration fee (c) shall be 50% of the product of (a) times (b).

Computations of the Unauthorized Attachment Fees in implementation of this Exhibit are shown on Exhibit B-1 attached hereto.

**CONCORD ELECTRIC COMPANY
CALCULATION OF PER POLE
UNAUTHORIZED ATTACHMENT FEES**

Sole Owned Pole

(a)	Annual Rental Fee	=	\$7.55
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(b)	Rate of Return Compound Factor $(1 + d) + (1 + d)^2 + (1 + d)^3$		\$3.76
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(a) x (b)		=	\$28.39
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Plus

(c)	.50 (a x b)	=	\$14.19
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	Sole Owned Pole Unauthorized Attachment Fee	=	\$42.58
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Joint Owned Pole

(a')	Annual Rental Fee	=	\$2.57
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(b')	Rate of Return Compound Factor $(1 + d) + (1 + d)^2 + (1 + d)^3$	=	\$3.76
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(a') x (b')		=	\$9.66
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Plus

(c')	.50 (a' x b')	=	\$4.83
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	Joint Owned Pole Unauthorized Attachment Fee	=	\$14.49
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Schedule of Fees and Charges
POLE ATTACHMENTS

(A) Attachments

1. General

The licensee shall pay the Licensor as rental for use of each and every pole covered by this Agreement, any portion of which is occupied or reserved at the Licensee's request for its attachment during a calendar year or any portion thereof, an attachment fee as herein specified. Such fee shall be payable to the respective Licensor as detailed below:

2. Annual Attachment Fee

Electric Company:

The Licensee shall pay to Unitil Energy Systems, Inc. - Capital Distribution Operations Center, as rental for the use of each and every pole covered by this Agreement, any portion of which is occupied or reserved at the Licensee's request for its attachments, and Annual Attachment Fee for each attachment for each calendar year or any portion thereof. Such fees shall be payable annually on December 1st of each year for each pole occupied or reserved at any time during any calendar year while this Agreement is in effect. For poles jointly owned or occupied by the Telephone Company and Unitil Energy Systems, Inc. - Capital Distribution Operations Center, fees shall be paid as herein provided with a portion paid to each Company in accordance with the agreed upon rate.

* \$ 13.90 per solely owned Unitil Energy Systems, Inc. - Capital Distribution Operations Center pole.

* \$ 3.62 per attachment per jointly owned or used Telephone Company and Electric Company pole.

3. Unauthorized Attachment Fee

For each pole on which the Licensee has made an unauthorized attachment, payment shall be made by the Licensee to Licensor as follows:

Solely owned pole* \$74.03

Jointly owned pole* \$19.28

(B) Other Charges

Computation

All charges for field survey, inspections, removal of Licensee's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor of such work or for having such work performed by an authorized representative plus, unless waived by Licensor or either of them, an amount equal to ten (10%) percent of Licensor's full cost.

(C) Cost of Facility Modifications or Additions

1. Modifications or Additions Benefiting Only Licensee

After Licensee's initial attachment, if a modification benefits Licensee in that it there- by adds to, adjusts or modifies its attachments, Licensee shall be obligated to assume any costs associated with the modification to Licensor's facilities.

2. Modification or Addition Benefiting Multiple Parties

After Licensee's initial attachment, if a modification or addition benefits multiple parties, including Licensee, by allowing the parties to obtain access to the facility or add to, adjust or modify existing attachments, Licensee shall pay a proportionate share of all costs associated with the modification.

- A. Each party's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by a party to the total amount of new space occupied by all of the parties joining in the modification.

3. Modifications or Additions Initiated or Requested by Licensee

After Licensee's initial attachments, if Licensee seeks to add to, adjust or modify its attachment in any way, any costs associated with modifying a facility shall be borne by the Licensee.

- A. Licensee shall reimburse Licensor on an actual cost basis for any labor or administrative costs incident to providing maps, plats and other data in response to inquiries regarding access.
- B. In the event that a modification or addition by Licensee results in excess capacity that permits additional parties to attach, Licensee may request such parties to reimburse Licensee for costs of the modification to the extent allowed by law.

- C. In the event that a modification or addition by Licensee results in excess capacity that permits additional parties to attach, Licensor shall not be required to maintain any records regarding the modification or to otherwise facilitate any collection of reimbursement for Licensee from attaching parties.
- D. In the event that a modification or addition by Licensee results in excess capacity that permits additional parties to attach, Licensor shall not be required to apply any after-earned revenues from excess capacity to reimburse Licensee.

(D) Payment Date and Interest Charges

Failure to pay all fees and charges within thirty (30) days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

Interest – Electric Company

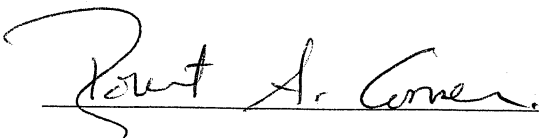
Unitil Energy Systems, Inc. - Capital Distribution Operations Center will include an interest charge of one and one-half percent (1 ½%) per month (equivalent to an eighteen percent (18%) annual rate) on all charges outstanding beyond thirty (30) days after the payment date as defined above. The payment of any such interest charge shall not cure or excuse any default by Licensee under this agreement. Licensor, at its sole discretion, may change this late fee from time to time during the term of this Agreement to reflect prevailing market conditions.

(E) Fee Revisions - Electric Company*

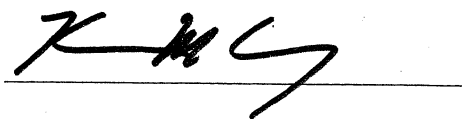
The Annual Attachment Fee(s) set forth in (A) 2 and the Unauthorized Attachment Fee(s) set forth in (A) 3 payable to Unitil Energy Systems, Inc. - Capital Distribution Operations Center shall be computed in accordance with the formulas attached hereto as Exhibit A and Exhibit B, respectively. The fees will be calculated annually, based on data for the preceding calendar year.

*The new rates on this Thirteenth Revised Appendix I become effective January 1, 2004, and amends the Twelfth Revised Appendix I of the License Agreement.

UNITIL ENERGY SYSTEMS, INC.
Capital Distribution Operations Center



COMCAST OF
MAINE/NEW HAMPSHIRE, INC.



UNITIL ENERGY SYSTEMS, INC. - CAPITAL DISTRIBUTION OPERATIONS CENTER
CALCULATION OF ANNUAL POLE RENTAL FEES
FOR LICENSEE ATTACHMENTS

1. Net Investment in Bare Poles. Net investment in bare poles for solely and jointly owned poles may be expressed as gross pole investment minus depreciation reserve minus accumulated deferred income taxes. Gross pole investment is the appropriate portion of A/C 364 represented by poles, anchors, stubs, and pushbraces based on the Company's Pole Accountability Reporting (A/C 364). The percentage of gross pole investment to the total of A/C 364 has been allocated to the depreciation reserve for A/C 364. The percentage of gross pole investment less depreciation reserve to gross plant investment less depreciation reserve has been allocated to the total accumulated deferred income tax.

Gross Pole - Depreciation Reserve - Accumulated Deferred = Net Investment in Bare Pole
Investment Income Taxes

Sole Investment: \$2,056,813 - \$733,100 - \$243,317 = \$1,080,396

Joint Investment: \$3,861,424 - \$1,376,309 - \$456,798 = \$2,028,316

2. Net Investment Per Bare Pole. Net investment per bare pole for solely and jointly owned poles may be expressed as the quotient of net investment in bare poles divided by the number of poles.

Net Investment in Bare Poles = Net Investment Per Bare Pole
Number of Poles

Sole Investment: $\frac{\$1,080,396}{2,751} = \392.73

Joint Investment: $\frac{\$2,028,316}{19,846} = \102.20

3. Carrying Charge. The carrying charge consists of maintenance expense, depreciation, administrative expense, property taxes, cost of capital, and federal income taxes.

a. Maintenance Expense. Maintenance expense for poles may be expressed as a percentage of net investment by dividing the sum of overhead lines (A/C 593) and overhead lines expense (A/C 583) by the net investment in pole (A/C 364), in overhead conductors (A/C 365), and in services (A/C 369). Net pole investment is gross pole investment less depreciation reserve less accumulated deferred income taxes. Net conductor and services investment is gross investment in conductors and services less depreciation less accumulated deferred income taxes. The percentage of gross investment in Accounts 364, 365, 369 less depreciation to gross plant investment less depreciation reserve has been allocated to total accumulated deferred income tax.

$$\begin{aligned} & \frac{\text{Overhead Lines} + \text{Overhead Lines Expense}}{(\text{Gross Pole} - \text{Depreciation} - \text{Accumulated Deferred})} = \text{Maintenance Expense (expressed as a} \\ & \quad (\text{Investment} \quad \text{Reserve} \quad \text{Income Taxes} \quad) \quad \text{percentage of net pole investment)} \\ & + \\ & \frac{(\text{Gross Conductor} - \text{Depreciation} - \text{Accumulated Deferred})}{(\text{Investment} \quad \text{Reserve} \quad \text{Income Taxes} \quad)} \\ & + \\ & \frac{(\text{Gross Services} - \text{Depreciation} - \text{Accumulated Deferred})}{(\text{Investment} \quad \text{Reserve} \quad \text{Income Taxes} \quad)} \end{aligned}$$

$$\frac{\$640,107 + \$57,485}{(\$5,918,237 - \$2,109,410 - \$700,115) + (\$11,433,228 - \$3,936,157 - \$1,378,065) + (\$4,415,947 - \$2,132,632 - \$419,705)} = 6.29\%$$

b. Depreciation. The depreciation rate may be adjusted for application to net by multiplying by the ratio of gross to net pole investment.

$$\frac{\text{Distribution Plant A/C 364 Depreciation Expense}}{\text{Average Gross Depreciable Distribution Plant A/C 364}} = \text{Depreciation Rate}$$

$$\frac{\$357,381}{\$8,103,872} = 4.410\%$$

$$\frac{\text{Depreciation Rate for Gross Pole Investment}}{\text{Gross Pole Investment}} \times \frac{\text{Gross Pole Investment}}{\text{Net Pole Investment}} = \text{Depreciation (expressed as a percentage of net pole investment)}$$

$$4.410\% \times \frac{\$5,918,237}{(\$5,918,237 - \$2,109,410 - \$700,115)} = 8.40\%$$

c. Administrative Expense. The administrative expense may be expressed as a percentage of net plant investment by dividing the total administrative and general expense by the net plant investment. Net plant investment equals gross plant investment less depreciation reserve less accumulated deferred income taxes.

$$\frac{\text{Administrative and General Expense}}{(\text{Gross Plant} - \text{Plant Depreciation} - \text{Accumulated Deferred Investment Reserve} - \text{Income Taxes})} = \text{Administrative Expense (expressed as a percentage of net plant investment)}$$

$$\frac{\$4,028,092}{(\$60,411,513 - \$19,879,601 - \$7,450,325)} = 12.18\%$$

d. Property Taxes. Property Tax expense may be expressed as a percentage of net plant by dividing taxes other than income (A/C 408) by net plant investment.

$$\frac{\text{Taxes Other Than Income}}{(\text{Gross Plant} - \text{Depreciation} - \text{Accumulated Deferred})} = \text{Taxes (expressed as a percentage of net investment)}$$

(Investment Reserve Income Taxes)

$$\frac{\$1,284,270}{(\$60,411,513 - \$19,879,601 - \$7,450,325)} = 3.88\%$$

e. Cost of Capital. Cost of Capital (return on equity and interest on debt) shall be the most recent authorized rate of return.
8.59%

f. Income Taxes. The income tax rate may be expressed as the product of return on equity and the ratio of the federal income tax rate to one minus the federal income tax rate. The return on equity shall be the most recent authorized rate.

$$\text{Return on Equity} * \frac{\text{Federal Income Tax Rate}}{(1 - \text{Federal Income Tax Rate})}$$

$$4.19\% * \frac{.34}{(1 - .34)} = 2.16\%$$

g. Total Carrying Charge. Adding the various percentage components, the appropriate carrying charge is:

Maintenance Expense	6.29%
Depreciation	8.40%
Administrative Expense	12.18%
Property Taxes	3.88%
Cost of Capital	8.59%
Federal Income Taxes	<u>2.16%</u>
TOTAL CARRYING CHARGE	41.49%

4. Use Ratio. The use ratio may be expressed as the quotient of the space occupied per pole by cable and the average usable space per pole. The average usable space per pole of 11.72 feet was determined in *Continental Cablevision of New Hampshire, Inc. v. Unitil Energy Systems, Inc. - Capital Distribution Operations Center*, Mimeo No. 5536 (released July 3, 1985). (Exhibit A-1)

$$\frac{\text{Space Per Pole Occupied by CATV}}{\text{Average Usable Space Per Pole}} = \text{Use Ratio}$$

$$\frac{1 \text{ Foot}}{11.72} = 8.53\%$$

5. Calculated Rate per Sole Owned Pole. The calculated rate is the product of net investment per bare pole times carrying charge times use ratio.

Net Investment Per Bare Pole
x Carrying Charge
x Use Ratio
= Calculated Rate

\$392.73
x 41.49%
x 8.53%
= \$13.90

6. Calculated Rate Per Joint Owned Pole. The calculated rate is the product of net investment per bare pole times carrying charge times use ratio.

Net Investment Per Bare Pole
x Carrying Charge
x Use Ratio
= Calculated Rate

\$102.20
x 41.49%
x 8.53%
= \$3.62

**UNITIL ENERGY SYSTEMS, INC. - CAPITAL DISTRIBUTION OPERATIONS CENTER
CALCULATION OF AVERAGE USABLE SPACE
PER POLE**

The average usable space is calculated by multiplying the number of poles of a given height (actual survey count) by the usable space per pole and dividing the total footage by the total number of poles, as follows:

<u>Pole Height</u>	<u>Number of Poles</u>		<u>Usable Space Per Pole</u>		<u>Total Usable Space</u>
25 Feet	28	X	4 Feet	=	112
30 "	728	X	6 "	=	4,368
35 "	3,682	X	11 "	=	40,502
40 "	1,449	X	16 "	=	23,184
45 "	144	X	16 "	=	2,304
50 "	14	X	16 "	=	224
55 "	6	X	21 "	=	126
60 "	4	X	26 "	=	104
65 "	<u>2</u>	X	31 "	=	<u>62</u>
Totals	6,057 Poles				70,986 Feet

Average Usable space per pole = $\frac{\text{total usable space}}{\text{total number of poles with attachments}}$

Average Usable space per pole = $\frac{70,986}{6,057}$ = 11.72 feet

**UNITIL ENERGY SYSTEMS, INC. - CAPITAL DISTRIBUTION OPERATIONS CENTER
PROCEDURE FOR CALCULATION OF
UNAUTHORIZED ATTACHMENT FEES**

Calculation of the Unauthorized Attachment Fee:

The unauthorized attachment per pole fee to be paid to Unitil Energy Systems, Inc. - Capital Distribution Operations Center by the Licensee for unauthorized attachment to Unitil Energy Systems, Inc. - Capital Distribution Operations Center's pole plant will be calculated for the two categories of pole ownership; sole and joint. The fees will be calculated annually, based on data of the preceding calendar year. The fees are the product of (a) times (b) plus (c) where (a) equals the annual rental fee for the appropriate pole ownership category, (b) equals a three year rental compound factor and (c) equals an inspection and administration fee. The three year rental compound factor shall be determined by the following formula:

$$b = (1+d) + (1+d)^2 + (1+d)^3$$

wherein (d) equals the fixed charge Rate of Return herein.

The inspection and administration fee (c) shall be 50% of the product of (a) times (b).

Computations of the Unauthorized Attachment Fees in implementation of this Exhibit are shown on Exhibit B-1 attached hereto.

**UNITIL ENERGY SYSTEMS, INC. - CAPITAL DISTRIBUTION OPERATIONS CENTER
CALCULATION OF PER POLE
UNAUTHORIZED ATTACHMENT FEES**

Sole Owned Pole

$$(a) \text{ Annual Rate of Return Compound Factor} = \$13.90$$

$$(b) (1 + d) + (1 + d)^2 + (1 + d)^3 = \underline{3.55}$$

$$(a) \times (b) = \$49.35$$

Plus

$$(c) .50 (a \times b) = \underline{\$24.68}$$

$$\text{Sole Owned Pole Unauthorized Attachment Fee} = \$74.03$$

Joint Owned Pole

$$(a') \text{ Annual Rental Fee} = \$3.62$$

$$\begin{array}{l} \text{Rate of Return Compound Factor} \\ (b') (1 + d) + (1 + d)^2 + (1 + d)^3 = \end{array} \underline{3.55}$$

$$(a') \times (b') = \$12.85$$

Plus

$$(c') .50 (a' \times b') = \underline{\$6.43}$$

$$\text{Joint Owned Pole Unauthorized Attachment Fee} = \$19.28$$